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*Attorneys for Shelley Krohn, Trustee*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
SUPERIOR LINEN, LLC

Case No. BK-S-16-15388-MKN

Chapter 7

Debtor. **OMNIBUS NOTICE OF ENTRY OF:**

**1) ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH ECOLAB INC., aka  
ECOLAB TEXTILE CARE [ECF 686];**

**2) ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH CHEMTAINER  
INDUSTRIES INC. [ECF 687];**

**3) ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH  
THELAUNDRYLIST.COM, INC. [ECF 688],  
AND**

**4) ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH VENUS GROUP, LLC  
[ECF 689].**

NOTICE IS HEREBY GIVEN that an *Order Granting Motion For Approval Of Settlement Agreement With Ecolab Inc., Aka Ecolab Textile Care [ECF 686]; an Order Granting Motion For Approval Of Settlement Agreement With Chemtainer Industries, Inc. [ECF 687]; an Order Granting Motion For Approval Of Settlement Agreement With TheLaundryList.com, Inc. [ECF*

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688]; and an *Order Granting Motion For Approval Of Settlement Agreement With Venus Group, LLC* [ECF 689] were entered on March 21, 2019 a copy of which is attached hereto.

Dated this 21<sup>st</sup> day of March, 2019.

/s/ Jeanette E. McPherson

Jeanette E. McPherson, Esq.

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**CERTIFICATE OF SERVICE**

1. I caused to be served the following document(s):

- a) Omnibus Notice Of Entry Of: 1) Order Granting Motion For Approval Of Settlement Agreement With Ecolab Inc., Aka Ecolab Textile Care [ECF 686]; 2) Order Granting Motion For Approval Of Settlement Agreement With Chemtainer Industries Inc. [ECF 687]; 3) Order Granting Motion For Approval Of Settlement Agreement With Thelaundrylist.Com, Inc. [ECF 688], And 4) Order Granting Motion For Approval Of Settlement Agreement With Venus Group, LLC [ECF 689].

2. I served the above-named document(s) by the following means to the persons as listed below:

■ a. **By ECF System (On 03/25/2019):**

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☐ b. By United States mail, postage fully prepaid

☐ c. By Personal Service

☐ I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the

document(s) to the attorney or by leaving the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. **By direct email (as opposed to through the ECF System)**

Based upon the written agreement to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. **By fax transmission**

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ f. **By messenger**

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed on: March 25, 2019

Taylor N. Jorgensen  
(Name of Declarant)

/s/ Taylor N. Jorgensen  
(Signature of Declarant)



Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
March 21, 2019

Jeanette E. McPherson, Esq., NV Bar No. 5423  
Schwartzter & McPherson Law Firm  
2850 South Jones Blvd., Suite 1  
Las Vegas, Nevada 89146-5308  
Telephone: (702) 228-7590  
Facsimile: (702) 892-0122  
E-Mail: [bkfilings@s-mlaw.com](mailto:bkfilings@s-mlaw.com)

*Attorneys for Shelley D. Krohn, Trustee*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:

SUPERIOR LINEN, LLC,

Debtor

Case No. BK-S-16-15388-MKN

Chapter 7

**ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH ECOLAB INC., aka  
ECOLAB TEXTILE CARE**

Hearing Date: March 20, 2019

Hearing Time: 9:30 a.m.

The Motion For Approval Of Settlement Agreement With Ecolab Inc., aka Ecolab Textile Care having come before this Court on March 20, 2019; Shelley D. Krohn, Trustee appearing by and through her counsel, Jeanette E. McPherson, Esq. of Schwartzter & McPherson Law Firm; there being no other appearances; the Court having reviewed the pleadings on file and determined that proper notice was given and there being no opposition; the Court having made its findings of fact and conclusions of law on the record; and for good cause shown, it is hereby

ORDERED that the Motion For Approval Of Settlement Agreement With Ecolab Inc., aka Ecolab Textile Care is granted in its entirety and the Settlement Agreement attached hereto as **Exhibit 1** is approved; and it is further

1 ORDERED that this order serves to modify the Order Granting Motion For Allowance  
 2 And Payment Of Administrative Expense Claims ("Administrative Claim Order") entered on  
 3 November 17, 2017 to amend the allowed amount in the Administrative Claim Order so that  
 4 Ecolab Inc., aka Ecolab Textile Care now hereby holds a fully and finally allowed Chapter 11  
 5 administrative claim in the amount of \$55,000.00.

6 Submitted by:

7 /s/ Jeanette E. McPherson  
 8 Jeanette E. McPherson, Esq.  
 9 Schwartzer & McPherson Law Firm  
 10 2850 S. Jones Blvd., Suite 1  
 Las Vegas, NV 89146  
*Attorneys for Shelley D. Krohn, Chapter 7 Trustee*

#### 11 RULE 9021 CERTIFICATION

12 In accordance with LR 9021, counsel submitting this document certifies that the Order accurately  
 13 reflects the court's ruling and that (check one):

- 14 ☐ The court has waived the requirement set forth in LR 9021 (b)(1).  
 15 ☒ No party appeared at the hearing or filed an objection to the motion.  
 16 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing,  
 17 and any unrepresented parties who appeared at the hearing, and each has approved or  
 18 disapproved the order, or failed to respond, as indicated above.  
 19 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order  
 20 with the motion pursuant to LR 9014(g), and that no party has objected to the form or  
 content of the order.

21 /s/ Jeanette E. McPherson  
 22 Jeanette E. McPherson, Esq.

###

# EXHIBIT 1

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the day set forth below by and between Shelley D. Krohn, Chapter 7 Trustee for the bankruptcy estate of Superior Linen, LLC (BK-S-16-15388-MKN) (the "Trustee") and Ecolab Inc., aka Ecolab Textile Care ("Ecolab"). Each may hereinafter be referred to as a "Party," or collectively as the "Parties."

### RECITALS

WHEREAS, on September 30, 2016, Superior Linen, LLC ("Superior"), filed a voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (Title 11 of the United States Code) ("Petition Date"). The case is pending in the United States Bankruptcy Court, District of Nevada (the "Bankruptcy Court") as case number BK-S-16-15388-MKN. Superior's case was converted to one under Chapter 7 on August 21, 2017.

WHEREAS, Shelley D. Krohn is the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Superior (the "Bankruptcy Estate").

WHEREAS, prepetition, Superior made payments to Ecolab within 90 days of the Petition Date (the "Transfers"). The Transfers are as follows:

Check Amount	Check No.	Date Issued	Date Honored
\$30,897.43	34655	June 7, 2016	July 18, 2016
\$5,097.41	34778	July 14, 2016	July 26, 2016
\$32,343.88	34848	August 8, 2016	August 22, 2016
\$33,610.22	35112	September 26, 2016	September 30, 2016

WHEREAS, on September 30, 2018, the Trustee filed a complaint for avoidance of the Transfers pursuant to 11 U.S.C. §§ 547 and 550 initiating adversary proceeding 18-01096-MKN (the "Adversary Proceeding").

WHEREAS, the Trustee has claimed that the Transfers may constitute avoidable transfers under 11 U.S.C. § 547 and § 550. Ecolab has asserted that it has defenses to the Trustee's claims.

WHEREAS, pursuant to an Order Granting Motion For Allowance And Payment Of Administrative Expense Claims ("Administrative Claim Order") entered on November 17, 2017, Ecolab has a fully and finally allowed Chapter 11 administrative claim in the amount of \$80,592.14 ("Administrative Claim").

WHEREAS, the Parties have reviewed their respective claims and defenses, and believe it is in the best interest of those involved to settle, compromise, and resolve the disputes between the Parties mentioned above, and wish to do so through this Agreement, doing so freely and voluntarily, after having had the opportunity to seek the advice of counsel with full knowledge of the binding and conclusive nature thereof. The Trustee believes that resolution is in the best interest of the Bankruptcy Estate and its creditors.

NOW, THEREFORE, in consideration of the promises, covenants, warranties, and representations set forth herein, each of the Parties, without any admission of wrongdoing by any of them, agree as follows:

1. Recitals. All of the foregoing Recitals are true and correct. The foregoing Recitals are incorporated herein by such reference and made a part of this Agreement.

2. Consideration. In consideration of the dismissal, with prejudice, of the Adversary Proceeding, and the other mutual promises and agreements contained herein, Ecolab's Administrative Claim shall be reduced by the amount of \$25,592.14, leaving Ecolab's Administrative Claim in the fully and finally allowed, and revised, amount of Fifty-Five Thousand Dollars (\$55,000.00). The order approving this Agreement shall state that it is modifying the Administrative Claim Order to amend the allowed amount of Ecolab's Administrative Claim.

3. Contingent on Bankruptcy Court Approval. The Parties acknowledge that this Agreement, and all agreements, obligations and releases contained herein, are contingent upon Bankruptcy Court approval. If the Bankruptcy Court does not approve this Agreement, this Agreement shall be deemed null and void. Within five (5) business days of the full execution of this Agreement, the Trustee shall prepare and file a motion with the Bankruptcy Court for the approval of this Agreement pursuant to Bankruptcy Rule 9019, and the order approving this Agreement (the "Approval Order") shall be reasonably acceptable to Ecolab in form and substance. Within five (5) business days of the entry of the Approval Order, the Trustee will dismiss the Adversary Proceeding, with prejudice, without costs to any Party. The Trustee and Ecolab will also cooperate to obtain a stay of any other proceedings in the Adversary Proceeding pending Bankruptcy Court approval of this Agreement.

4. Releases and Full Satisfaction.

(a) General Releases. Upon entry of the Approval Order, the Trustee absolutely and forever releases, acquits and discharges Ecolab from any and all potential or actual claims, causes of action, derivative claims, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which the Trustee now has, or ever has had, whether at law or in equity, including, without limitation, claims related to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability arising in the future (whether



pursuant to this Agreement or otherwise), Ecolab's existing proof of claim (claim number 21), or any ability or right to enforce this Agreement.

(b) Upon entry of the Approval Order, Ecolab absolutely and forever releases, acquits and discharges the Trustee, the Bankruptcy Estate, the Trustee's counsel, and the Trustee's other professionals from any and all potential or actual claims, causes of action, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which Ecolab may have, or ever had, whether at law or in equity, relating to the Bankruptcy Estate, including, without limitation, claims relating to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability arising in the future (whether pursuant to this Agreement or otherwise), nor shall it release or limit Ecolab's existing unsecured proof of claim (claim number 21), Ecolab's Administrative Claim (as reduced to \$55,000) or any ability or right to enforce this Agreement.

5. Compromise of Disputed Claims. It is understood and agreed that this Agreement is the good faith compromise of disputed claims, and that the terms of settlement contained herein and the releases executed are not intended to be and shall not be construed as admissions of any liability or responsibility whatsoever and each party to this Agreement expressly denies any liability or responsibility whatsoever.

6. Attorneys' Fees. With respect to the subject of this Agreement, each Party shall bear its own attorneys' fees and costs.

7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The U.S. Bankruptcy Court, District of Nevada shall retain jurisdiction over performance of or disputes arising from or related to this Agreement.

8. Authority. Each Party hereby represents, warrants and covenants: (a) that the undersigned signatories for such Party have the full legal right, power and authority to bind that Party; (b) that such Party owns and has not assigned, delegated, conveyed, pledged, encumbered or otherwise transferred, in whole or in part, any of the claims released by such Party pursuant to this Agreement; and (c) that the execution, delivery and performance of this Agreement does not contravene, or result in a default, of any provision of any agreement or instrument to which any Party is bound.

9. Severability. This Agreement shall be enforced to the maximum extent permitted by law. In the event that any one or more of the phrases, sentences, sections, or paragraphs contained in this Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having competent jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, sections, paragraphs or sections had not been inserted

except when such construction shall constitute a substantial deviation from the general intent and purposes of the Parties as reflected in this Agreement.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties and supersedes any and all prior or concurrent Agreements, understandings, statements, assurances, assumptions, premises, promises, agreements, discussions or representations, oral or written, relating to the foregoing matters, including oral agreements or representations, if any. Neither Party has made any representations upon which either Party has relied that are not contained in this Agreement relating to the foregoing matters. Neither Party is relying on an unstated assumption, premise or condition not contained in this Agreement relating to the foregoing matters.

11. No Modification, Waiver, or Amendment. No modification, waiver, or amendment of any of the terms of this Agreement shall be valid unless in writing and executed by the Parties with the same formality as this Agreement, and approved by the Bankruptcy Court. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar or dissimilar nature. No course of dealing or course of conduct shall be effective to amend, modify or change any provision of this Agreement.

12. Counterparts. The Parties agree that this Agreement may be executed in counterparts and will become effective, subject to exchange of signature pages and subject to the Agreements set forth above. Signatures transmitted by facsimile, pdf or other electronic means shall be deemed to be originals.

13. Assignment. Neither Party shall transfer or assign any of its rights, remedies or obligations under this Agreement; provided however, this provision shall not be construed to prevent Ecolab from assigning the Administrative Claim (subject to the terms of this Agreement) or its unsecured proof of claim.

14. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and to their successors-in-interest.

15. Further Assurances. The Parties shall take, or cause to be taken, all actions and shall do, or cause to be done, all things necessary, proper or advisable to consummate each of the agreements, promises, covenants, and obligations of such Party under this Agreement.

16. Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

SHELLEY D. KROHN, CHAPTER 7 TRUSTEE

\_\_\_\_\_  
Shelley D. Krohn, Chapter 7 Trustee of the  
Bankruptcy Estate of Superior Linen, LLC

Dated this 31 day of January, 2019.

ECOLAB INC., AKA ECOLAB TEXTILE CARE

\_\_\_\_\_  
*Megan Johnson*

By: Megan Johnson

Its: \_\_\_\_\_

  
Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
March 21, 2019

Jeanette E. McPherson, Esq., NV Bar No. 5423  
Schwartz & McPherson Law Firm  
2850 South Jones Blvd., Suite 1  
Las Vegas, Nevada 89146-5308  
Telephone: (702) 228-7590  
Facsimile: (702) 892-0122  
E-Mail: [bkfilings@s-mlaw.com](mailto:bkfilings@s-mlaw.com)

*Attorneys for Shelley D. Krohn, Trustee*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:

SUPERIOR LINEN, LLC,

Debtor

Case No. BK-S-16-15388-MKN

Chapter 7

**ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH CHEM-TAINER  
INDUSTRIES INC.**

Hearing Date: March 20, 2019

Hearing Time: 9:30 a.m.

The Motion For Approval Of Settlement Agreement With Chem-Tainer Industries Inc.  
having come before this Court on March 20, 2019; Shelley D. Krohn, Trustee appearing by and  
through her counsel, Jeanette E. McPherson, Esq. of Schwartz & McPherson Law Firm; Chem-  
Tainer Industries, Inc., appearing by and through its counsel, James T. Leavitt, Esq. of Leavitt  
Legal Services, PC, there being no other appearances; the Court having reviewed the pleadings on  
file and determined that proper notice was given and there being no opposition; the Court having  
made its findings of fact and conclusions of law on the record; and for good cause shown, it is  
hereby

///

1 ORDERED that the Motion For Approval Of Settlement Agreement With Chem-Tainer  
 2 Industries Inc. is granted in its entirety and the Settlement Agreement attached hereto as **Exhibit 1**  
 3 is approved.

4 Submitted by:

5 /s/ Jeanette E. McPherson  
 6 Jeanette E. McPherson, Esq.  
 7 Schwartz & McPherson Law Firm  
 8 2850 S. Jones Blvd., Suite 1  
 Las Vegas, NV 89146  
*Attorneys for Shelley D. Krohn, Chapter 7 Trustee*

9 **RULE 9021 CERTIFICATION**

10 In accordance with LR 9021, counsel submitting this document certifies that the Order accurately  
 11 reflects the court's ruling and that (check one):

- 12 ☐ The court has waived the requirement set forth in LR 9021 (b)(1).  
 13 ☐ No party appeared at the hearing or filed an objection to the motion.  
 14 ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing,  
 15 and any unrepresented parties who appeared at the hearing, and each has approved or  
 16 disapproved the order, or failed to respond, as indicated below:  
 17 James T. Leavitt, Esq., Attorney for Chem-Tainer Industries, Inc. WAIVED APPROVAL  
 18 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order  
 19 with the motion pursuant to LR 9014(g), and that no party has objected to the form or  
 content of the order.

20 /s/ Jeanette E. McPherson  
 21 Jeanette E. McPherson, Esq.

###

# EXHIBIT 1

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into as of the day set forth below by and between Shelley D. Krohn, Chapter 7 Trustee for the bankruptcy estate of Superior Linen, LLC (BK-S-16-15388-MKN) (the "Trustee") and Chem-tainer Industries, Inc. ("Chemtainer"). Each may hereinafter be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

WHEREAS, on September 30, 2016, Superior Linen, LLC ("Superior"), filed a voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (Title 11 of the United States Code) ("Petition Date"). The case is pending in the United States Bankruptcy Court, District of Nevada (the "Bankruptcy Court") as case number BK-S-16-15388-MKN. Superior's case was converted to one under Chapter 7 on August 21, 2017.

WHEREAS, Shelley D. Krohn is the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Superior (the "Bankruptcy Estate").

WHEREAS, prepetition, Superior made payments to Chemtainer (the "Transfers"). The Transfers are as follows:

Check Amount	Check No.	Date Issued	Date Honored
\$22,951.59	34811	July 25, 2016	August 8, 2016
\$19,492.41	34839	August 4, 2016	August 8, 2016
\$21,222.00	34906	August 15, 2016	August 22, 2016
\$9,900.00	34912	August 17, 2016	August 22, 2016
\$12,450.00	34920	August 18, 2016	August 22, 2016
\$23,312.00	34942	August 24, 2016	September 1, 2016
\$20,174.00	34969	August 30, 2016	September 14, 2016
\$22,012.00	35077	September 19, 2016	September 26, 2016

WHEREAS, on September 30, 2018, the Trustee filed a complaint for avoidance of the Transfers pursuant to 11 U.S.C. §§ 547 and 550 initiating adversary proceeding 18-01097-MKN.

WHEREAS, the Trustee has claimed that the Transfers may constitute avoidable transfers under 11 U.S.C. § 547 and § 550. Chemtainer has asserted that it has defenses to the Trustee's



claim that the Transfers may constitute avoidable transfers.

WHEREAS, the Parties have reviewed their respective claims and defenses, and believe it is in the best interest of those involved to settle, compromise, and resolve the disputes between the Parties mentioned above, and wish to do so through this Agreement, doing so freely and voluntarily, after having had the opportunity to seek the advice of counsel with full knowledge of the binding and conclusive nature thereof. The Trustee believes that resolution is in the best interest of the Bankruptcy Estate and its creditors.

NOW, THEREFORE, in consideration of the promises, covenants, warranties, and representations set forth herein, each of the Parties, without any admission of wrongdoing by any of them, agree as follows:

1. Recitals. All of the foregoing Recitals are true and correct. The foregoing Recitals are incorporated herein by such reference and made a part of this Agreement.

2. Consideration. Chemtainer shall pay the Trustee the total sum of Seventeen Thousand Three Hundred Dollars (\$17,300.00) (the "Settlement Amount").

3. Contingent on Bankruptcy Court Approval. The Parties acknowledge that this Agreement, and all obligations and releases contained herein, are contingent upon Bankruptcy Court approval. If the Bankruptcy Court does not approve this Agreement, this Agreement shall be deemed null and void.

4. Releases and Full Satisfaction.

(a) General Releases. Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, the Trustee absolutely and forever releases, acquits and discharges Chemtainer from any and all potential or actual claims, causes of action, derivative claims, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which the Trustee now has, or ever has had, whether at law or in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this Agreement or otherwise) or Chemtainer's existing proof of claim (claim number 66), or any ability or right to enforce this Agreement.

(b) Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, Chemtainer absolutely and forever releases, acquits and discharges the Trustee, the Bankruptcy Estate, the Trustee's counsel, and the Trustee's other professionals from any and all potential or actual claims, causes of action, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which he may have, or ever had, whether at law or in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this

Agreement or otherwise) or Chemtainer's existing proof of claim (claim number 66), or any ability or right to enforce this Agreement.

5. Compromise of Disputed Claims. It is understood and agreed that this Agreement is the good faith compromise of disputed claims, and that the terms of settlement contained herein and the releases executed are not intended to be and shall not be construed as admissions of any liability or responsibility whatsoever and each party to this Settlement Agreement expressly denies any liability or responsibility whatsoever.

6. Attorneys' Fees. With respect to the subject of this Agreement, each Party shall bear its own attorneys' fees and costs except in the event of default as set forth above.

7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The U.S. Bankruptcy Court, District of Nevada shall retain jurisdiction over performance of or disputes arising from or related to this Agreement.

8. Authority. Each Party hereby represents, warrants and covenants: (a) that the undersigned signatories for such Party have the full legal right, power and authority to bind that Party; (b) that such Party owns and has not assigned, delegated, conveyed, pledged, encumbered or otherwise transferred, in whole or in part, any of the claims released by such Party pursuant to this Agreement; and (c) that the execution, delivery and performance of this Agreement does not contravene, or result in a default, of any provision of any agreement or instrument to which any Party is bound.

9. Severability. This Agreement shall be enforced to the maximum extent permitted by law. In the event that any one or more of the phrases, sentences, sections, or paragraphs contained in this Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having competent jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, sections, paragraphs or sections had not been inserted except when such construction shall constitute a substantial deviation from the general intent and purposes of the Parties as reflected in this Agreement.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties and supersedes any and all prior or concurrent Agreements, understandings, statements, assurances, assumptions, premises, promises, agreements, discussions or representations, oral or written, relating to the foregoing matters, including oral agreements or representations, if any. Neither Party has made any representations upon which either Party has relied that are not contained in this Agreement relating to the foregoing matters. Neither Party is relying on an unstated assumption, premise or condition not contained in this Agreement relating to the foregoing matters.

11. No Modification, Waiver, or Amendment. No modification, waiver, or amendment of any of the terms of this Agreement shall be valid unless in writing and executed by the Parties with the same formality as this Agreement, and approved by the Bankruptcy Court. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar or dissimilar nature. No course of dealing or course of conduct shall be effective to amend, modify or change any provision of this Agreement.

12. Counterparts. The Parties agree that this Agreement may be executed in counterparts and will become effective, subject to exchange of signature pages and subject to the Agreements set forth above.

13. Assignment. Neither Party shall transfer or assign any of its rights, remedies or obligations under this Agreement.

14. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and to their successors-in-interest.

15. Further Assurances. The Parties shall take, or cause to be taken, all actions and shall do, or cause to be done, all things necessary, proper or advisable to consummate each of the agreements, promises, covenants, and obligations of such Party under this Agreement.

16. Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

Dated this 4<sup>th</sup> day of FEBRUARY, 2019.


SHELLEY D. KROHN, CHAPTER 7 TRUSTEE

CHEM-TAINER INDUSTRIES, INC.

\_\_\_\_\_  
Shelley D. Krohn, Chapter 7 Trustee of the  
Bankruptcy Estate of Superior Linen, LLC

\_\_\_\_\_  
By: JAMES B GUN

Its: PRESIDENT

  
 Honorable Mike K. Nakagawa  
 United States Bankruptcy Judge



Entered on Docket  
 March 21, 2019

Jeanette E. McPherson, Esq., NV Bar No. 5423  
 Schwartzer & McPherson Law Firm  
 2850 South Jones Blvd., Suite 1  
 Las Vegas, Nevada 89146-5308  
 Telephone: (702) 228-7590  
 Facsimile: (702) 892-0122  
 E-Mail: [bkfilings@s-mlaw.com](mailto:bkfilings@s-mlaw.com)

*Attorneys for Shelley D. Krohn, Trustee*

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

SUPERIOR LINEN, LLC,

Debtor

Case No. BK-S-16-15388-MKN

Chapter 7

**ORDER GRANTING MOTION FOR  
 APPROVAL OF SETTLEMENT  
 AGREEMENT WITH  
 THELAUNDRYLIST.COM, INC.**

Hearing Date: March 20, 2019

Hearing Time: 9:30 a.m.

The Motion For Approval Of Settlement Agreement With TheLaundryList.Com, Inc.  
 having come before this Court on March 20, 2019; Shelley D. Krohn, Trustee appearing by and  
 through her counsel, Jeanette E. McPherson, Esq. of Schwartzer & McPherson Law Firm; there  
 being no other appearances; the Court having reviewed the pleadings on file and determined that  
 proper notice was given and there being no opposition; the Court having made its findings of fact  
 and conclusions of law on the record; and for good cause shown, it is hereby

///

///

1 ORDERED that the Motion For Approval Of Settlement Agreement With  
 2 TheLaundryList.Com, Inc. is granted in its entirety and the Settlement Agreement attached hereto  
 3 as **Exhibit 1** is approved.

4 Submitted by:

5 /s/ Jeanette E. McPherson  
 Jeanette E. McPherson, Esq.  
 6 Schwartzer & McPherson Law Firm  
 2850 S. Jones Blvd., Suite 1  
 7 Las Vegas, NV 89146  
 8 *Attorneys for Shelley D. Krohn, Chapter 7 Trustee*

9 **RULE 9021 CERTIFICATION**

10 In accordance with LR 9021, counsel submitting this document certifies that the Order accurately  
 11 reflects the court's ruling and that (check one):

- 12 ☐ The court has waived the requirement set forth in LR 9021 (b)(1).  
 13 ☒ No party appeared at the hearing or filed an objection to the motion.  
 14 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing,  
 15 and any unrepresented parties who appeared at the hearing, and each has approved or  
 16 disapproved the order, or failed to respond, as indicated above.  
 17 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order  
 18 with the motion pursuant to LR 9014(g), and that no party has objected to the form or  
 19 content of the order.

20 /s/ Jeanette E. McPherson  
 Jeanette E. McPherson, Esq.

21 ###  
 22  
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 25  
 26  
 27  
 28

# EXHIBIT 1

### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the day set forth below by and between Shelley D. Krohn, Chapter 7 Trustee for the bankruptcy estate of Superior Linen, LLC (BK-S-16-15388-MKN) (the "Trustee") and TheLaundryList.Com, Inc. ("Laundrylist"). Each may hereinafter be referred to as a "Party," or collectively as the "Parties."

### RECITALS

WHEREAS, on September 30, 2016, Superior Linen, LLC ("Superior"), filed a voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (Title 11 of the United States Code) ("Petition Date"). The case is pending in the United States Bankruptcy Court, District of Nevada (the "Bankruptcy Court") as case number BK-S-16-15388-MKN. Superior's case was converted to one under Chapter 7 on August 21, 2017.

WHEREAS, Shelley D. Krohn is the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Superior (the "Bankruptcy Estate").

WHEREAS, prepetition, Superior made payments to Laundrylist within 90 days of the Petition Date (the "Transfers"). The Transfers are as follows:

Check Amount	Check No.	Date Issued	Date Honored
\$50,000.00	34891	August 17, 2016	August 12, 2016
\$12,500.00	34962	August 26, 2016	August 26, 2016
\$2,000.00	34963	August 26, 2016	August 26, 2016
\$12,500.00	35086	September 21, 2016	September 22, 2016

(collectively, the "Transfers"). The Transfers total \$77,000.00.

WHEREAS, on September 30, 2018, the Trustee filed a complaint for avoidance of the Transfers pursuant to 11 U.S.C. §§ 547 and 550 initiating adversary proceeding 18-01100-MKN.

WHEREAS, the Trustee has claimed that the Transfers may constitute avoidable transfers under 11 U.S.C. § 547 and § 550. Laundrylist has asserted that it has defenses to the Trustee's claims.

WHEREAS, the Parties have reviewed their respective claims and defenses, and believe it is in the best interest of those involved to settle, compromise, and resolve the disputes between the Parties mentioned above, and wish to do so through this Agreement, doing so freely and



voluntarily, after having had the opportunity to seek the advice of counsel with full knowledge of the binding and conclusive nature thereof. The Trustee believes that resolution is in the best interest of the Bankruptcy Estate and its creditors.

NOW, THEREFORE, in consideration of the promises, covenants, warranties, and representations set forth herein, each of the Parties, without any admission of wrongdoing by any of them, agree as follows:

1. Recitals. All of the foregoing Recitals are true and correct. The foregoing Recitals are incorporated herein by such reference and made a part of this Agreement.

2. Consideration. Laundrylist shall pay the Trustee the total sum of Eight Thousand Five Hundred Dollars (\$8,500.00) (the "Settlement Amount"). The Settlement Amount shall be paid as follows: 1) \$2,000 upon execution of this Settlement Agreement, 2) \$1,000 per month on the first day of each month on April 1, 2019, May 1, 2019, June 1, 2019, July 1, 2019, and August 1, 2019, and 3) \$1,500.00 on September 1, 2019. Late charges in the amount of \$20.00 shall apply to all payments received after the 15<sup>th</sup> day of each month. All payments shall be made payable to Shelley D. Krohn, Chapter 7 Trustee at the following address: 510 S. Eighth Street, Las Vegas, Nevada 89101.

3. Contingent on Bankruptcy Court Approval. The Parties acknowledge that this Agreement, and all obligations and releases contained herein, are contingent upon Bankruptcy Court approval. If the Bankruptcy Court does not approve this Agreement, this Agreement shall be deemed null and void.

4. Releases and Full Satisfaction.

(a) General Releases. Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, the Trustee absolutely and forever releases, acquits and discharges Laundrylist from any and all potential or actual claims, causes of action, derivative claims, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which the Trustee now has, or ever has had, whether at law or in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this Agreement or otherwise), or any ability or right to enforce this Agreement.

(b) Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, Laundrylist absolutely and forever releases, acquits and discharges the Trustee, the Bankruptcy Estate, the Trustee's counsel, and the Trustee's other professionals from any and all potential or actual claims, causes of action, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which he may have, or ever had, whether at law or

in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this Agreement or otherwise), or any ability or right to enforce this Agreement.

5. Compromise of Disputed Claims. It is understood and agreed that this Agreement is the good faith compromise of disputed claims, and that the terms of settlement contained herein and the releases executed are not intended to be and shall not be construed as admissions of any liability or responsibility whatsoever and each party to this Settlement Agreement expressly denies any liability or responsibility whatsoever.

6. Attorneys' Fees. With respect to the subject of this Agreement, each Party shall bear its own attorneys' fees and costs except in the event of default as set forth above.

7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The U.S. Bankruptcy Court, District of Nevada shall retain jurisdiction over performance of or disputes arising from or related to this Agreement.

8. Authority. Each Party hereby represents, warrants and covenants: (a) that the undersigned signatories for such Party have the full legal right, power and authority to bind that Party; (b) that such Party owns and has not assigned, delegated, conveyed, pledged, encumbered or otherwise transferred, in whole or in part, any of the claims released by such Party pursuant to this Agreement; and (c) that the execution, delivery and performance of this Agreement does not contravene, or result in a default, of any provision of any agreement or instrument to which any Party is bound.

9. Severability. This Agreement shall be enforced to the maximum extent permitted by law. In the event that any one or more of the phrases, sentences, sections, or paragraphs contained in this Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having competent jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, sections, paragraphs or sections had not been inserted except when such construction shall constitute a substantial deviation from the general intent and purposes of the Parties as reflected in this Agreement.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties and supersedes any and all prior or concurrent Agreements, understandings, statements, assurances, assumptions, premises, promises, agreements, discussions or representations, oral or written, relating to the foregoing matters, including oral agreements or representations, if any. Neither Party has made any representations upon which either Party has relied that are not contained in this Agreement relating to the foregoing matters. Neither Party is relying on an unstated assumption, premise or condition not contained in this Agreement relating to the foregoing matters.



11. No Modification, Waiver, or Amendment. No modification, waiver, or amendment of any of the terms of this Agreement shall be valid unless in writing and executed by the Parties with the same formality as this Agreement, and approved by the Bankruptcy Court. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar or dissimilar nature. No course of dealing or course of conduct shall be effective to amend, modify or change any provision of this Agreement.

12. Counterparts. The Parties agree that this Agreement may be executed in counterparts and will become effective, subject to exchange of signature pages and subject to the Agreements set forth above.

13. Assignment. Neither Party shall transfer or assign any of its rights, remedies or obligations under this Agreement.

14. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and to their successors-in-interest.

15. Further Assurances. The Parties shall take, or cause to be taken, all actions and shall do, or cause to be done, all things necessary, proper or advisable to consummate each of the agreements, promises, covenants, and obligations of such Party under this Agreement.

16. Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

Dated this 14 day of Feb, 2019.

Dated this 14 day of February, 2019.

SHELLEY D. KROHN, CHAPTER 7 TRUSTEE

THELAUNDRYLIST.COM, INC.

Shelley D. Krohn  
Shelley D. Krohn, Chapter 7 Trustee of the  
Bankruptcy Estate of Superior Linen, LLC

By: Brian Cohen

Its: President, The Laundrylist Co., Inc.



Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
March 21, 2019

Jeanette E. McPherson, Esq., NV Bar No. 5423  
Schwartzter & McPherson Law Firm  
2850 South Jones Blvd., Suite 1  
Las Vegas, Nevada 89146-5308  
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E-Mail: [bkfilings@s-mlaw.com](mailto:bkfilings@s-mlaw.com)

*Attorneys for Shelley D. Krohn, Trustee*

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

SUPERIOR LINEN, LLC,

Debtor

Case No. BK-S-16-15388-MKN

Chapter 7

**ORDER GRANTING MOTION FOR  
APPROVAL OF SETTLEMENT  
AGREEMENT WITH VENUS GROUP, LLC**

Hearing Date: March 20, 2019

Hearing Time: 9:30 a.m.

The Motion For Approval Of Settlement Agreement With Venus Group, LLC having come before this Court on March 20, 2019; Shelley D. Krohn, Trustee appearing by and through her counsel, Jeanette E. McPherson, Esq. of Schwartzter & McPherson Law Firm; Venus Group, Inc., appearing by and through its counsel, Scott D. Fleming, Esq. of Kolesar & Leatham; there being no other appearances; the Court having reviewed the pleadings on file and determined that proper notice was given and there being no opposition; the Court having made its findings of fact and conclusions of law on the record; and for good cause shown, it is hereby

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///

1 ORDERED that the Motion For Approval Of Settlement Agreement With Venus Group,  
 2 LLC is granted in its entirety and the Settlement Agreement attached hereto as **Exhibit 1** is  
 3 approved.

4 Submitted by:

Approved/Disapproved by:

6 /s/ Jeanette E. McPherson

/s/ Scott D. Fleming

7 Jeanette E. McPherson, Esq.  
 8 Schwartz & McPherson Law Firm  
 9 2850 S. Jones Blvd., Suite 1  
 Las Vegas, NV 89146  
 Attorneys for Shelley D. Krohn, Chapter 7  
 Trustee

Scott D. Fleming, Esq.  
 Kolesar & Leatham  
 400 S. Rampart Blvd., Ste. 400  
 Las Vegas, NV 89145  
 Attorneys for Venus Group, LLC

#### 11 RULE 9021 CERTIFICATION

12 In accordance with LR 9021, counsel submitting this document certifies that the Order accurately  
 13 reflects the court's ruling and that (check one):

- 14 ☐ The court has waived the requirement set forth in LR 9021 (b)(1).  
 15 ☐ No party appeared at the hearing or filed an objection to the motion.  
 16 ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing,  
 17 and any unrepresented parties who appeared at the hearing, and each has approved or  
 18 disapproved the order, or failed to respond, as indicated above.  
 19 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order  
 20 with the motion pursuant to LR 9014(g), and that no party has objected to the form or  
 content of the order.

21 /s/ Jeanette E. McPherson

Jeanette E. McPherson, Esq.

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# EXHIBIT 1

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into as of the day set forth below by and between Shelley D. Krohn, Chapter 7 Trustee for the bankruptcy estate of Superior Linen, LLC (BK-S-16-15388-MKN) (the "Trustee") and Venus Group, LLC ("Venus"). Each may hereinafter be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

WHEREAS, on September 30, 2016, Superior Linen, LLC ("Superior"), filed a voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (Title 11 of the United States Code) ("Petition Date"). The case is pending in the United States Bankruptcy Court, District of Nevada (the "Bankruptcy Court") as case number BK-S-16-15388-MKN. Superior's case was converted to one under Chapter 7 on August 21, 2017.

WHEREAS, Shelley D. Krohn is the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Superior (the "Bankruptcy Estate").

WHEREAS, prepetition, Superior made payments to Venus within 90 days of the Petition Date (the "Transfers"). The Transfers are as follows:

Check Amount	Check No.	Date Issued	Date Honored
\$7,554.13	34749	June 30, 2016	July 14, 2016
\$20,000.00	34765	July 12, 2016	July 14, 2016
\$7,977.05	34787	July 14, 2016	July 20, 2016
\$8,485.32	34800	July 22, 2016	August 3, 2016
\$7,000.00	34819	July 24, 2016	August 3, 2016
\$8,097.94	34843	August 4, 2016	August 10, 2016
\$15,000.00	34878	August 12, 2016	August 15, 2016
\$7,000.00	34961	August 26, 2016	September 1, 2016
\$7,000.00	34988	September 2, 2016	September 8, 2016
\$7,000.00	35010	September 9, 2016	September 15, 2016
\$7,000.00	35071	September 16, 2016	September 21, 2016
\$7,000.00	35101	September 23, 2016	September 29, 2016



WHEREAS, on September 30, 2018, the Trustee filed a complaint for avoidance of the Transfers pursuant to 11 U.S.C. §§ 547 and 550 initiating adversary proceeding 18-01105-MKN.

WHEREAS, the Trustee has claimed that the Transfers may constitute avoidable transfers under 11 U.S.C. § 547 and § 550. Venus has asserted that it has defenses to the Trustee's claims.

WHEREAS, the Parties have reviewed their respective claims and defenses, and believe it is in the best interest of those involved to settle, compromise, and resolve the disputes between the Parties mentioned above, and wish to do so through this Agreement, doing so freely and voluntarily, after having had the opportunity to seek the advice of counsel with full knowledge of the binding and conclusive nature thereof. The Trustee believes that resolution is in the best interest of the Bankruptcy Estate and its creditors.

NOW, THEREFORE, in consideration of the promises, covenants, warranties, and representations set forth herein, each of the Parties, without any admission of wrongdoing by any of them, agree as follows:

1. Recitals. All of the foregoing Recitals are true and correct. The foregoing Recitals are incorporated herein by such reference and made a part of this Agreement.

2. Consideration. Venus shall pay the Trustee the total sum of Ten Thousand Dollars (\$10,000.00) (the "Settlement Amount").

3. Contingent on Bankruptcy Court Approval. The Parties acknowledge that this Agreement, and all obligations and releases contained herein, are contingent upon Bankruptcy Court approval. If the Bankruptcy Court does not approve this Agreement, this Agreement shall be deemed null and void.

4. Releases and Full Satisfaction.

(a) General Releases. Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, the Trustee absolutely and forever releases, acquits and discharges Venus from any and all potential or actual claims, causes of action, derivative claims, promises, covenants, agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which the Trustee now has, or ever has had, whether at law or in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this Agreement or otherwise), or any ability or right to enforce this Agreement.

(b) Upon entry of an order approving this Settlement Agreement by the United States Bankruptcy Court in this matter, Venus absolutely and forever releases, acquits and discharges the Trustee, the Bankruptcy Estate, the Trustee's counsel, and the Trustee's other professionals from any and all potential or actual claims, causes of action, promises, covenants,

agreements, contracts, representations, warranties, liens, debts, liabilities, damages, expenses, attorneys' fees, and costs, which he may have, or ever had, whether at law or in equity, with respect to the Transfers referenced in this Agreement, except that this release shall not release or limit any future obligation, duty, or liability (whether pursuant to this Agreement or otherwise), or any ability or right to enforce this Agreement.

5. Compromise of Disputed Claims. It is understood and agreed that this Agreement is the good faith compromise of disputed claims, and that the terms of settlement contained herein and the releases executed are not intended to be and shall not be construed as admissions of any liability or responsibility whatsoever and each party to this Settlement Agreement expressly denies any liability or responsibility whatsoever.

6. Attorneys' Fees. With respect to the subject of this Agreement, each Party shall bear its own attorneys' fees and costs except in the event of default as set forth above.

7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The U.S. Bankruptcy Court, District of Nevada shall retain jurisdiction over performance of or disputes arising from or related to this Agreement.

8. Authority. Each Party hereby represents, warrants and covenants: (a) that the undersigned signatories for such Party have the full legal right, power and authority to bind that Party; (b) that such Party owns and has not assigned, delegated, conveyed, pledged, encumbered or otherwise transferred, in whole or in part, any of the claims released by such Party pursuant to this Agreement; and (c) that the execution, delivery and performance of this Agreement does not contravene, or result in a default, of any provision of any agreement or instrument to which any Party is bound.

9. Severability. This Agreement shall be enforced to the maximum extent permitted by law. In the event that any one or more of the phrases, sentences, sections, or paragraphs contained in this Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having competent jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, sections, paragraphs or sections had not been inserted except when such construction shall constitute a substantial deviation from the general intent and purposes of the Parties as reflected in this Agreement.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties and supersedes any and all prior or concurrent Agreements, understandings, statements, assurances, assumptions, premises, promises, agreements, discussions or representations, oral or written, relating to the foregoing matters, including oral agreements or representations, if any. Neither Party has made any representations upon which either Party has relied that are not contained in this Agreement relating to the foregoing matters. Neither Party is

relying on an unstated assumption, premise or condition not contained in this Agreement relating to the foregoing matters.

11. No Modification, Waiver, or Amendment. No modification, waiver, or amendment of any of the terms of this Agreement shall be valid unless in writing and executed by the Parties with the same formality as this Agreement, and approved by the Bankruptcy Court. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar or dissimilar nature. No course of dealing or course of conduct shall be effective to amend, modify or change any provision of this Agreement.

12. Counterparts. The Parties agree that this Agreement may be executed in counterparts and will become effective, subject to exchange of signature pages and subject to the Agreements set forth above.

13. Assignment. Neither Party shall transfer or assign any of its rights, remedies or obligations under this Agreement.

14. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and to their successors-in-interest.

15. Further Assurances. The Parties shall take, or cause to be taken, all actions and shall do, or cause to be done, all things necessary, proper or advisable to consummate each of the agreements, promises, covenants, and obligations of such Party under this Agreement.

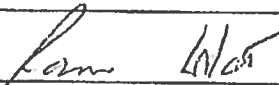
16. Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any person or entity other than the Parties and their respective successors and permitted assigns.

Dated this    day of           , 2019.

Dated this 9 day of February, 2019.

SHELLEY D. KROHN, CHAPTER 7 TRUSTEE      VENUS GROUP, LLC

Shelley D. Krohn, *Chapter 7 Trustee of the  
Bankruptcy Estate of Superior Linen, LLC*

By:   
Raj Patel  
Its: President